

Date: _____

Mr. Amos Vogel
Cinema 16, Inc.
175 Lexington Ave.
New York 16, N. Y.

Dear Mr. Vogel:

1. I warrant and represent that I am the sole and absolute owner of all rights of any nature to the motion picture(s) entitled

throughout the world, including exhibition and distribution rights, and all negatives and prints therein and thereto, and that there shall be no liens and encumbrances thereon or claims against the same of any nature whatsoever.

2. I also warrant and represent that I have the full right, power and authority to enter into and perform the agreement outlined below; that I have not executed, done or permitted any document, act or thing which would or might preclude me from entering into and performing this agreement; that there is no outstanding contract, commitment or other arrangement which is in conflict with this agreement or which might in any way limit, restrict or impair your rights hereunder; that I heretofore acquired exclusively all the rights for the production, distribution and exhibition of this motion picture(s), and the right to use the rights, plot, idea, theme and all other matters and things upon which this motion picture is based or which were used in its production or recording; that I have paid, or, if not paid, will pay all royalties, license fees and clearance payments in connection with this motion picture(s); that no part of this motion picture(s) violated or will violate the trade mark, trade name, copyright, literary, artistic, dramatic or property rights of any third party; and that no part of this motion picture(s) infringes the right of privacy of any person, or constitutes a libel.

I shall, or you may, at my expense, protect your rights against infringement, impairment, curtailment or other unauthorized use or exploitation and against loss or damage to yourself or your licensees resulting therefrom.

3. I hereby grant you, for a period of seven (7) years from this date, the sole and exclusive distribution rights to said motion picture(s) throughout

including without limitation the right to reproduce and transmit the same by radio, television, and all other now existing or future improvements or devices which are now or may hereafter be used in connection with the production, transmission and/or exhibition of motion picture productions, and the right to lease, license or sublicense the exhibition or distribution of said motion picture(s) and any of said rights.

4. These distribution and exhibition rights are to apply to both theatrical and non-theatrical showings and to both 16mm and 35mm, as well as to both the rental and sale of prints.

5. Your rights shall also include the license under the United States copyright and any other copyright to distribute, exhibit, rent, market and exploit the motion picture(s) so copyrighted.

6. Upon the signing of this agreement, I shall send you two prints of the film(s) at no cost to you.

7. Upon the signing of this agreement, I shall send you printing materials for the film(s) at no cost to you, to be deposited by you with a New York laboratory throughout the term of this agreement.

8. You shall at all times during the course of this agreement have the right to use these printing materials, in case additional prints or dupe negatives are needed by you for either rental or sale purposes.

9. You shall advance the costs of said prints, dupe negatives or other film materials required by you to perform under this agreement, it being understood that said costs are to be deducted by you from first gross distribution income. Where necessary, this shall also apply to all costs of importing film materials or prints into the United States, including customs duties.

10. It is understood that you will make a dupe negative and/or additional prints only as they become necessary for the conduct of your distribution activities on behalf of my film(s).

11. You shall be entitled to possession of the printing materials, all prints, dupe negatives and other film materials throughout the term of this agreement.

12. You will take care, at your expense, of the clerical details connected with the booking, checking and shipping of the film(s), and of the printing and mailing of announcements of the film(s) in your catalogs.

13. All other expenses (including, but not limited to those mentioned in Paragraph 9 above) shall be deducted from the gross distribution income derived from both rentals and sales.

14. The balance remaining after such deductions have been made, shall be considered to be net income.

15. Such net income shall be divided equally between us.

16. I did not in the past nor shall I in the future sell or transfer either the original of the film(s) or any print, or copyright, or any of the rights to either original(s) or prints, to any party during the term of this agreement, or any extension thereof.

17. Neither of the parties shall assign this agreement without the written consent of the other party; nor shall the same be transferred by law or otherwise, except in the event of the death of one of the parties to this agreement, without the written consent of the other party.

18. I shall be entitled to the possession of not more than three personal prints, made up at my own expense, for my personal use only, it being understood that they will not be used in any way or at any screening so as to impair or cause harm to your exclusive distribution rights to this film(s).

19. If the film(s) is exhibited at Cinema 16, you shall pay me in full the prevailing rental rate paid by you for films of similar running time, instead of the division of net income provided for in Paragraph 16 below.

20. You shall supply me with properly executed statements of account every six months, except for the first statement, which will be sent to me twelve months after the signing of this agreement.

21. Your books shall be open to my inspection or to that of any representative so designated by me at all reasonable times.

22. After the expiration date of this agreement, it is to continue in force for additional periods of three years each, unless written notice of the cancellation of this agreement by either of the parties hereto is given within 90 days prior to the termination of the original or any subsequent period of contract.

23. This agreement contains the entire understanding between us. There are no representations, warranties, promises, covenants or undertakings other than those herein expressly set forth.

24. Your signature under the words "Agreed To" below, will constitute the foregoing an agreement between us.

Very truly yours,

"Agreed To":

Name: _____

Address: _____

Cinema 16, Inc.
per Amos Vogel

**Scanned from the collections of the
Wisconsin Center for Film and Theater Research,
with support from the
National Historical Publications and Records Commission.**



Wisconsin Center
for Film and Theater Research

<https://wcftr.commarts.wisc.edu>



**NATIONAL
ARCHIVES**

NATIONAL HISTORICAL
PUBLICATIONS
& RECORDS COMMISSION

<https://archives.gov/nhprc>